

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

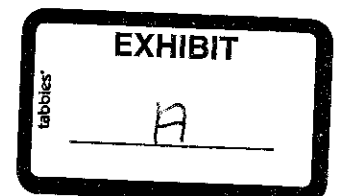
WILLIE DAVIS, JR., <i>et al.</i> ,	*	
	*	
Plaintiff,	*	Civil Action No. 04-414-KAJ
v.	*	
	*	
MOUNTAIRE FARMS, INC., <i>et al.</i>	*	
	*	
Defendants.	*	
	/	

**DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFFS' COMPLAINT**

Defendants, Mountaire Farms, Inc., Mountaire Farms of Delmarva, Inc. and Mountaire Farms of Delaware, Inc., by and through their undersigned attorneys, submit their Answer and Affirmative Defenses to Plaintiffs' Complaint and state as follows:

INTRODUCTION

1. The Defendants admit the allegations contained in Paragraph 1 of the Complaint only insofar as it pertains to the residences and employment of the Plaintiffs.
2. The Defendants admit the allegations contained in Paragraph 2 of the Complaint.
3. The Defendants admit the allegations contained in Paragraph 3 of the Complaint.
4. The Defendants admit the allegations contained in Paragraph 4 of the Complaint.
5. The Defendants admit the allegations contained in Paragraph 5 of the Complaint.



6. The Defendants admit the allegations contained in Paragraph 6 of the Complaint.

7. The Defendants admit the allegations contained in Paragraph 7 of the Complaint.

8. The Defendants admit the allegations contained in Paragraph 8 of the Complaint.

9. The Defendants admit the allegations contained in Paragraph 9 of the Complaint.

10. The Defendants admit the allegations contained in Paragraph 10 of the Complaint.

11. The Defendants admit the allegations contained in Paragraph 11 of the Complaint.

12. The Defendants deny the allegations contained in Paragraph 12 of the Complaint.

13. The Defendants admit the allegations contained in Paragraph 13 of the Complaint.

14. The Defendants admit the allegations contained in Paragraph 14 of the Complaint.

15. The Defendants admit the allegations contained in Paragraph 15 of the Complaint.

16. The Defendants admit the allegations contained in Paragraph 16 of the Complaint.

17. The Defendants deny the allegations contained in Paragraph 17 of the Complaint.

18. The Defendants deny the allegations contained in Paragraph 18 of the Complaint.

19. The Defendants admit the allegations contained in Paragraph 19 of the Complaint.

20. The Defendants admit the allegations contained in Paragraph 20 of the Complaint.

21. The Defendants deny the allegations contained in Paragraph 21 of the Complaint.

22. The Defendants deny the allegations contained in Paragraph 22 of the Complaint.

23. The Defendants admit the allegations contained in Paragraph 23 of the Complaint.

24. The Defendants deny the allegations contained in Paragraph 24 of the Complaint.

25. The Defendants deny the allegations contained in Paragraph 25 of the Complaint.

26. The Defendants deny the allegations contained in Paragraph 26 of the Complaint.

27. The Defendants deny the allegations contained in Paragraph 27 of the Complaint.

28. The Defendants deny the allegations contained in Paragraph 28 of the Complaint.

29. The Defendants deny the allegations contained in Paragraph 29 of the Complaint.

30. The Defendants deny the allegations contained in Paragraph 30 of the Complaint.

31. The Defendants deny the allegations contained in Paragraph 31 of the Complaint.

32. The Defendants deny the allegations contained in Paragraph 32 of the Complaint as stated. By way of further answer, the Defendants aver that, in exchange for the payment to each of the Plaintiffs of an automobile allowance of \$12,500 per year in lieu of providing a company vehicle, the Plaintiffs agree to use their own automobiles to pick up, transport and/or return home various personnel, to leave their automobiles for company use if they are out sick or are on vacation, to be responsible for maintenance and repairs to the vehicles, and to provide insurance coverage up to \$1,000,000.00 to cover Defendants' employees in the event of accident on company time.

33. The Defendants deny the allegations contained in Paragraph 33 of the Complaint.

34. The Defendants deny the allegations contained in Paragraph 34 of the Complaint.

35. The Defendants deny the allegations contained in Paragraph 35 of the Complaint.

36. The Defendants deny the allegations contained in Paragraph 36 of the Complaint.

37. The Defendants deny the allegations contained in Paragraph 37 of the Complaint.

38. The Defendants deny the allegations contained in Paragraph 38 of the Complaint.

39. The Defendants deny the allegations contained in Paragraph 39 of the Complaint.

40. The Defendants deny the allegations contained in Paragraph 40 of the Complaint.

**COUNT I
VIOLATION OF THE FAIR LABOR STANDARDS ACT**

41. The Defendants repeat, reallege and incorporate herein by reference each and all of its responses set forth in paragraphs 1 through 40 above.

42. The Defendants deny the allegations contained in Paragraph 42 of the Complaint.

43. The Defendants deny the allegations contained in Paragraph 43 of the Complaint.

**COUNT II
VIOLATION OF THE WAGE PAYMENT AND COLLECTION ACT**

44. The Defendants repeat, reallege and incorporate herein by reference each and all of its responses set forth in paragraphs 1 through 43 above.

45. The Defendants deny the allegations contained in Paragraph 45 of the Complaint.

46. The Defendants deny the allegations contained in Paragraph 46 of the Complaint.

COUNT III RETALIATION

47. The Defendants repeat, reallege and incorporate herein by reference each and all of its responses set forth in paragraphs 1 through 46 above.

48. The Defendants deny the allegations contained in Paragraph 48 of the Complaint.

49. The Defendants deny the allegations contained in Paragraph 49 of the Complaint.

AFFIRMATIVE DEFENSES TO COMPLAINT

WHEREFORE, having answered in full, Defendants state below the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

The Plaintiffs are exempt from the overtime provisions of the Fair Labor Standards Act pursuant to the requirements of the executive exemption.

SECOND AFFIRMATIVE DEFENSE

The Plaintiffs exercise a sufficient amount of supervisory authority as to be exempt by the Fair Labor Standards Act.

THIRD AFFIRMATIVE DEFENSE

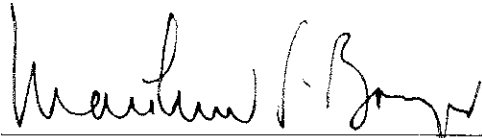
The Defendants have not engaged in any conduct or course of conduct which would amount to a willful violation of the Fair Labor Standards Act.

FOURTH AFFIRMATIVE DEFENSE

The Plaintiffs and each of them respectively receive an automobile allowance of \$12,500 per year.

RESERVATION OF RIGHTS

Defendants reserve the right to assert any and all additional affirmative defenses that may be determined during the course of discovery.



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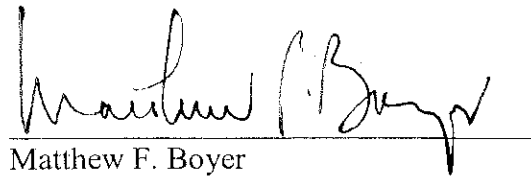
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Attorneys for Defendants
Mountaire Farms, Inc.

DATED: July 9, 2004

CERTIFICATE OF SERVICE

This is to certify that on July 9, 2004, a copy of the Defendants' Answer and Affirmative Defenses was served by first class mail, postage prepaid, upon:

Jeffrey K. Martin, Esquire
1509 Gilpin Avenue
Wilmington, DE 19806

A handwritten signature in black ink, appearing to read "Matthew F. Boyer", is written over a horizontal line. The signature is cursive and stylized.

Matthew F. Boyer